

## **REMARKS**

This paper is in response to the Office Action of July 18, 2008. The due date for response extends to December 18, 2008. Claims 7 and 14 were cancelled in this Office Action response. Independent claims 1, 9 and 24 were amended. Please reconsider the claims in view of these amendments and clarifying comments.

Claims 1-4, 6, 9-11, 13 and 16 were rejected under 35 USC § 102 (e), as being anticipated by Stefik, et al. ("Stefik") (US 7,225,160). This rejection is respectfully traversed.

Stefik defines system for safeguarding the copyright of material. Initially, it is noted that Stefik does not anticipate the now claimed invention, as the Applicants have amended the wireless communication of claims 7 and 14, into the independent claims. The wireless communication was also added to claim 24. Accordingly, the Office is requested to withdraw the Section 102 rejection for at least these reasons. Stefik, however, also fails to teach several fundamental aspects of the claimed invention, and clarifications were made to the claims to better highlight the differences and lack of teaching by Stefik.

As the teachings of Stefik do not anticipate the claimed invention, the Applicants will address the combined teachings of Stefik and Rowe et al. (US 2002/0098888).

Still continuing with Stefik, the Applicants have reviewed the teachings of Stefik in detail, yet its teachings are directed to *binding* some piece of copyrighted digital content with a digital ticket. The digital ticket is actually integrated with the digital media and never allowed to be separate. With reference to col. 6, lines 63-64, Stefik states that "*In contrast, the present invention never separates the fee descriptions from the work*". Also in col. 6, lines 46-47, Stefik states that "*A key feature of the present invention is that the usage rights are permanently 'attached' to the digital work.*" And, in col. 4, line 23, Stefik states that "*A digital ticket is merely an instance of a digital work.*" Based on these clear and unambiguous definitions provided by Stefik, it is possible to understand how the Repository concept is used, in relation to what Stefik teaches. Repository's, as Stefik defines, are trusted enforcers of the usage rights of the digital works. Col. 7, lines 9-15, define the basic workings of a Repository, which is responsible for communicating with other repositories to obtain the digital work with the permanently attached digital work. Each repository is provided with rights to the work, based on the conditions of the usage rights and based on whether the

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repository is trusted or not. By never allowing the digital work to be separated from the ticket, it is possible to share the digital works among the various repositories, and ensure that the digital rights are enforced.

Stefik therefore permanently "binds" the media with a ticket. In the claimed invention, a client device obtains a ticket "separately" from the media. The ticket is first obtained and saved to the memory of the client device (e.g., mobile device). The user of the mobile device can obtain many tickets, and at a later time, transmit them to the computer system (e.g., game console or computer). The computer system will hold some digital media, and the digital authentication ticket corresponds to the particular media content, it is possible to unlock the particular media content. Indeed, the teachings of Stefik do not allow the separate media and ticket, and in fact, state that they should "*never*" be separated. They are *permanently* coupled. Stefik's teaching is in fact contradicting what is required by the claims.

The teachings of Rowe et al. were provided to teach wireless communication. Rowe et al. does teach wireless communication for a tablet computer, used in casino environments. A casino worker is allowed to roam the casino floor, and provide services and validation for prizes and tickets, instead of requiring the player to redeem tickets at fixed locations in the casino. See Paragraph [0012]. Aside from providing a wireless tablet, and allowing redemption of tickets for prizes, Rowe et al. does not add teachings that would cure the deficiencies of Stefik or motivate one to combine the teachings to arrive at the presently claimed invention. As noted above, Stefik teaches to never separate the ticket from the media, while Rowe et al. simply teaches to redeem tickets from a roaming casino worker.

For at least these reasons, it is respectfully submitted that the cited art does not each or suggest the embodiments now claimed in the independent claims. Likewise, the dependent claims are believed to be patentable over the teaching of the prior art for at least the same reasons. Accordingly, the Office is respectfully requested to withdraw the Section 102 rejections, and the Section 103 rejections, based on the combined teachings of Stefik and Rowe et al.

Accordingly, the Examiner is respectfully requested to consider the claim and provide an indication of allowability.

If the Examiner has any questions concerning the present amendment, the Examiner is kindly requested to contact the undersigned at (408) 749-6903. If any other fees are due in

connection with filing this amendment, the Commissioner is also authorized to charge  
Deposit Account No. 50-0805 (Order No SONYP026).

Respectfully submitted,  
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